

EX. 20

NOTE

MARCH 30TH, 2007
[Date]

GARDEN CITY
[City]

NEW YORK
[State]

12 WANTAGE SCHOOL ROAD, SUSSEX, NJ 07461

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 322,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.5000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on MAY 1ST, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 1ST, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 9 SYLVAN WAY, SUITE 100, PARSIPPANY, NJ 07054
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,254.97

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

Wolters Kluwer Financial Services

VMP®-5N (0207).01

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Initials: _____

MFCD6054 (09/2006) / 047-332935-7



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PERRY GOERNER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester.
Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
PERRY GOERNER

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
12 WANTAGE SCHOOL ROAD

City, state, and ZIP code
SUSSEX, NJ 07461

List account number(s) here (optional)
047-332935-7

Requester's name and address (optional)
**HOMEcomings FINANCIAL, LLC (F/K/A
HOMEcomings FINANCIAL NETWORK, INC.)**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
147-46-1998

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. person (including a U.S. resident alien).
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- For federal tax purposes you are considered a person if you are:
- An individual who is a citizen or resident of the United States,

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purpose of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or the other owner of a grantor trust and not the trust, and



Form W-9 (Rev. 11-2005)

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DOCUMENT AGREEMENT

Date: MARCH 30, 2007

Loan #: 047-332935-7

Lender: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
LIMITED LIABILITY COMPANY

Borrower: PERRY GOERNER

Property Address: 12 WANTAGE SCHOOL ROAD
SUSSEX, NJ 07461

LOST, MISPLACED, MISSTATED, OR INACCURATE DOCUMENTS: Occasionally, documents evidencing loans (such as notes) or securing loans (such as deeds of trust or mortgages) are either lost or misplaced, or misstate or inaccurately reflect the true and correct covenants, terms and conditions of the loans. Loss, misplacement, misstatement or inaccuracy can be caused solely by the Lender, solely by the Borrower (whether one or more), or otherwise.

AGREEMENT TO REPLACE LOST OR MISPLACED DOCUMENTS AND TO CORRECT MISSTATED OR INACCURATE DOCUMENTS: Regardless of the reason for any loss, misplacement, or inaccuracy in any document evidencing and/or securing the above referenced loan (the "loan"), Borrower agrees to execute and/or initial and deliver pursuant to this paragraph shall hereinafter be referred to as "Replacement Documents". Borrower agrees to deliver to Lender any documents Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). The documents Lender requests Borrower to execute and/or initial and deliver pursuant to this paragraph shall hereinafter be referred to as "Replacement Documents". Borrower agrees to deliver the Replacement Documents within 10 (ten) days after receipt by Borrower of a written request from Lender for them.

FAILURE TO DELIVER REPLACEMENT DOCUMENTS CAN CONSTITUTE DEFAULT: Borrower's failure or refusal to execute and/or initial and deliver Replacement Documents more than 10 (ten) days after written request by Lender shall, at Lender's sole option, constitute a default under the note evidencing the Loan.

BORROWER LIABLE FOR LOSS ATTRIBUTABLE TO FAILURE TO EXECUTE AND/OR INITIAL AND DELIVER THE REPLACEMENT DOCUMENTS: Should the Borrower fail or refuse to execute and/or initial and deliver the replacement Documents to the Lender more than 10 (ten) days after being requested to do so by the Lender, Borrower agrees to be Liable for any and all loss or damage which Lender sustains by reason thereof including, but not limited to all attorney's fees and cost incurred by Lender.

AGREEMENT BENEFITS LENDER'S SUCCESSORS AND BINDS BORROWER'S SUCCESSORS: This agreement shall insure to the benefit of Lender's successor's and assigns and be binding upon the heirs, personal representatives, successors and assigns of Borrower.

Borrower: _____
PERRY GOERNER

Date: _____

Borrower: _____

Date: _____

Borrower: _____

Date: _____

Borrower: _____

Date: _____

SERVICING DISCLOSURE STATEMENT

Borrower Name(s): PERRY GOERNER

Lender: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS
FINANCIAL NETWORK, INC.)

Property Address: 12 WANTAGE SCHOOL ROAD
SUSSEX, NJ 07461

Date: MARCH 30, 2007

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THE STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) You have certain rights under Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan: We may assign, sell or transfer the servicing of your loan while the loan is outstanding. We are able to service your loan and at this time we plan to do so.
2. For all the first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer servicing is between 0 and 25 %. This estimate does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.
3. We have previously assigned, sold, or transferred the servicing of first lien mortgage loans.

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

PERRY GOERNER

Date

STATEMENT OF OCCUPANCY

LOAN NUMBER: 047-332935-7

BORROWER(S): PERRY GOERNER

SECURED PROPERTY: 12 WANTAGE SCHOOL ROAD
SUSSEX, NJ 07461

1. Borrower(s) hereby acknowledge that upon taking title to the secured property, their occupancy status will be as follows:

PLEASE CHECK ONE

- ☒ **PRIMARY RESIDENCE:** Occupied by owner as his/her principal residence within sixty (60) days () of the date hereof () of the completion date of the improvements to the secured property hereof and same shall remain such for a continuous period of twelve (12) months.
- ☐ **SECONDARY RESIDENCE:** A second home not to be rented, considered the owner's second principal residence and to be occupied by the owner no less than three (3) months in a twelve month period.
- ☐ **VACATION PROPERTY:** A vacation home for the owner used occasionally and not rented.
- ☐ **INVESTMENT PROPERTY:** Not owner occupied. Purchased as an investment to be held or rented.

2. Borrower(s) acknowledge that this Statement of Occupancy is given as a material inducement to cause Lender to make a mortgage loan to borrower(s) and that any false statements, misrepresentations or material omissions shall constitute a breach of the borrower(s) obligation to Lender and that all the provisions of the mortgage indenture concerning default on the Promissory Note will thereupon be in full force and effect.

3. Borrower(s) understand that it is a Federal crime punishable by \$5,000 fine or 2 years imprisonment or both to knowingly make any false statement concerning any of the above facts, as applicable under the provision of Title 18, United States Code Section 1014.

4. The agreement and covenants contained herein shall survive the closing of the mortgage loan transaction.

_____	_____
PERRY GOERNER	Date
_____	_____
_____	Date
_____	_____
_____	Date
_____	_____
_____	Date

**BORROWER'S CERTIFICATION & AUTHORIZATION
CERTIFICATION**

HFN LOAN # 047-332935-7

The undersigned certify the following:

1. I/We have applied for a mortgage loan from HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.).
In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We fully understand and agree that HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.) reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer an/or financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

To Whom It May Concern:

Authorization to Release Information

1. I/We have applied for a mortgage loan from HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.). As part of the application process, HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.), and the mortgage guaranty insurer (if any), may verify the information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.) and to any investor to whom HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.) may sell my mortgage, and to the mortgagor guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income: bank money market, and similar balances; credit history; and copies of income tax returns. The source of the information may come from, but is not limited to: credit bureaus; banks and other depository institutions; current and former employers; federal or state records including State Employment Security Agency records.
3. HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.) or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to HOMEcomings FINANCIAL, LLC (F/K/A HOMEcomings FINANCIAL NETWORK, INC.), the investor that purchased the mortgage, or the mortgage guaranty insurer, (if any), is appreciated.
6. Mortgage guarantee insurer (if any) 00 - NO INSURANCE REQUIRED.

PRIVACY ACT NOTICE: This information is to be used by the agency collecting it in determining whether you qualify as a prospective mortgagor or borrower under its program. It will not be disclosed outside the agency without your consent except to your employer(s) for verification of employment and as required and permitted by law. You do not have to give us this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, U.S.C., Chapter 37 (if VA); by 12 U.S.C., Section 1701 et seq. (if HUD/FHA); by 42 U.S.C., Section 1452b (if HUD/CPD); and Title 42, U.S.C., 1471 et seq. or 7 U.S.C., 1921 et seq. (if U.S.D., FmHA).

(Borrower's Signature)

PERRY GOERNER

(Borrower's Printed Name)

(Borrower's Signature)

(Borrower's Printed Name)

(Borrower's Signature)

(Borrower's Printed Name)

(Borrower's Signature)

(Borrower's Printed Name)

147-46-1998

(Social Security Number)

(Social Security Number)

(Social Security Number)

(Social Security Number)

(Dated)

BORROWER COPY

Borrowers: PERRY GOERNER

Date: MARCH 30, 2007

Loan Number: 047-332935-7

IMPORTANT INFORMATION ABOUT YOUR PRIVACY

The privacy and security of personal financial information about our customers is important to us. Our Privacy Policy is designed to tell you of the types of information we get from customers, how we use and protect that information, and when we will share it with third parties. Our Privacy Policy also tells you how to direct us not to share certain information within our General Motors family of related companies and with unrelated third parties. This is your right to "opt out." While we are required to send you a copy of our Privacy Policy each year, if you choose to limit the sharing of information you only need to make your "opt out" request once. Our Privacy Policy governs Customer Information, which means personally identifiable information about a customer or their relationship with us. The policy covers individuals who obtain products or services from us in the United States for personal, family, or household uses. If you are a co-borrower or have a joint account with someone else, you should give this Privacy Policy to the other joint account holders to make sure that each of you is aware of our policy and your options.

Our Privacy Policy applies only to Customer Information obtained by the following companies within the General Motors family of related companies:

- Residential Funding Corporation
- Homecomings Financial Network, Inc.
- Residential Funding Company, LLC
- Homecomings Financial, LLC
- Residential Funding USA Corporation
- Homecomings Financial USA Corporation
- Residential Funding Company of DE, LLC
- Homecomings Financial of DE, LLC

Confidentiality and Security

We limit use of Customer Information about you to our employees, agents, and third parties who perform services on behalf of you or us. While no company can guarantee the security of your information, we take steps to protect information from unauthorized access, including reasonable administrative, physical, and technical safeguards designed to protect Customer Information about you.

Information Obtained for Your Benefit

We obtain information about you that we believe will be necessary or useful in processing or servicing your loan. We also obtain information about you to provide products and services that we think will be of interest to you.

We Obtain the Following Types of Customer Information:

- Information we receive from you on your loan application or that you provide to us, such as your name, address, social security number and income.
- Information we receive from you when we are servicing your loan that you provide us verbally or through our websites.
- Information about your transactions with us, our related family of companies or others, such as your beginning loan amount, the balance of your loan or account, your payment history, and the parties to the loan.
- Information we receive from consumer reporting agencies, such as your credit score or credit history.
- Information we receive from other third parties, such as employers, appraisers, and information available in public records.

Information Sharing within our Family of Related Companies

To better serve you and tell you about new products and services, we may share all of the types of Customer

Information that we obtain about you, as described above, within our General Motors family of related companies. Related companies who may receive this information are:

- General Motors related companies providing financial services such as home equity loans, first mortgage loans and insurance; and
- General Motors related companies providing non-financial products such as cars.

You may request that we not share the following additional types of information with related companies by "opting out". See the Opt Out section of this Privacy Policy.

- Certain information from your application, such as your income, employment history, bank account balances, and other information used to determine your eligibility for credit.
- Credit report information, such as a credit score or your credit history with others.
- Information we obtain from a person or institution regarding employment, credit, or other relationships with you, such as your employment history, your bank account balance or your rental payment history.

Even if you "opt out" of the sharing of information within our related family of companies as described above, we will continue to share the following information as permitted by law:

- Information about your identity, such as your name, address, and social security number.
- Information about your transactions with us, such as your beginning loan amount, the balance of your loan, your loan number, your payment record, and the parties to the loan.

Information Sharing with Unrelated Third Parties

To tell you of products and services that may be of interest to you, we may share all of the Customer Information that we obtain about you with unrelated third parties unless prohibited by law.

Companies who may receive this information include:

- Financial service providers such as credit card issuers, finance companies, insurance companies, banks, and mortgage companies; and
- Non-financial companies including retailers, airlines, marketing companies, manufacturers and publishers.

You may request that we not share this information with such unrelated third parties by "opting out". See the Opt Out section of this Privacy Policy, below.

Opt Out

If you want to "opt out" of information sharing within our related family of companies or with unrelated third parties, as described above, you may do so by calling us at the following toll free number: 877-207-3863. You may call us to "opt out" at any time. Once we receive your opt out request, we will update our records to indicate your preference regarding the sharing of Customer Information within a reasonable period of time. Your "opt out" request does not require us to refrain from contacting you, even if we choose to contact you through companies that perform marketing services on our behalf or with other financial institutions with whom we have joint marketing relationships, as described below.

If you call us to "opt out," we will ask you to provide your social security number. We will also for the social security number of any joint account holder who also wishes to "opt out."

Information Sharing with Companies that Perform Services on our Behalf

We may share all of the types of Customer Information we obtain about you with companies that perform marketing services for us or with other financial institutions with whom we have joint marketing relationships, as permitted

by law. We may continue to do so even if you "opt out" as stated above. All of these companies are required keep the information we give them confidential and to use the information only to provide the services we have asked them to perform for us.

Information Sharing in Other Situations

We may continue to share all of the types of Customer Information that we obtain about you, as permitted by law, such as:

- If you authorize us to share information for a specific purpose.
- To carry out your transactions with us and maintain your account, such as recording of deeds of trust and mortgages in public records.
- In response to a subpoena, a fraud investigation, or other legal process.
- To credit bureaus or similar reporting agencies.
- To governmental agencies.
- To another financial institution or third party that buys your loan or account, or if we sell or combine parts of our business.
- To another company that we hire to collect on your account.
- To affiliates, investors, servicers, rating agencies, mortgage insurers, due diligence firms and others in connection with loan sales and securitizations.

Our Former Customers

This Privacy Policy and your opt out choice will apply even if our customer relationship with you ends.

Correct Information

We try to keep our records free from error and up to date. When you tell us of an error, we will correct our active records within a reasonable time of verifying the accuracy of the information.

State Laws

The practices described above are in accordance with federal law. We also comply with state laws, such as California, North Dakota, and Vermont that provide greater protection to the extent such laws apply. For example, Vermont provides greater protection and requires that we tell you about the additional limits on sharing of Customer Information.

Vermont

As long as you remain a resident in Vermont, we will not share Customer Information we obtain about you with unrelated third parties except:

- To companies that perform marketing or other services for us;
- Contact information (such as name and address), and transaction information (such as your payment history) to other financial institutions with whom we have joint marketing agreements;
- With your authorization; or
- As permitted by law.

We also will not share credit report information about you within our related family of companies unless you authorize us to do so.

NOTICE TO BORROWER OF PROPERTY LOCATED IN A SPECIAL HAZARD AREA
WHICH REQUIRES FLOOD INSURANCE

Name: PERRY GOERNER
Flood Zone: C
Property Location: 12 WANTAGE SCHOOL ROAD
SUSSEX, NJ 07461

This Notice Date is as of: 03/30/2007

The Flood Disaster Protection Act of 1973, as amended, requires that all federally insured or regulated lenders require the purchase of flood insurance on all buildings being financed in Special Flood Hazard Areas (SFHAs) of communities participating in the National Flood Insurance Program.

Special Flood Hazard Areas are defined by the Federal Emergency Management Agency (FEMA) and are indicated on FEMA Flood Insurance Rate Maps (FIRMs) or, if the FIRM is unavailable, on Flood Hazard Boundary Maps (FHBMs).

A review of the FIRM or FHBM on which the improved real estate or mobile home securing your loan is located shows that on 03/19/2007 the subject property location was not located in a FEMA determined SFHA. As a result of this determination, flood insurance is not a requirement of your loan at this time.

If, during the term on your loan with us the subject property is identified as being a SFHA, as defined by FEMA and indicated on a FIRM or FHBM, we may, at our option, require that your purchase and maintain Flood Insurance at your expense.

I/We hereby understand and agree to all of the above.

Name of Borrower/Applicant:

PERRY GOERNER

Name Affidavit

PERRY GOERNER

Borrower

MARCH 30, 2007

Date

12 WANTAGE SCHOOL ROAD

SUSSEX, NJ 07461

Property Address

047-332935-7

Loan Number

BEFORE ME, the undersigned authority, a Notary Public, in and for said jurisdiction, on this
day personally appeared PERRY GOERNER
who after being by me first duly sworn, upon his/her oath does depose and say that:

ALIAS 1 PERRY E. GOERNER

ALIAS 3 _____

ALIAS 5 _____

ALIAS 7 _____

ALIAS 9 _____

ALIAS 11 _____

ALIAS 2 PERRY EUGENE GOERNER

ALIAS 4 _____

ALIAS 6 _____

ALIAS 8 _____

ALIAS 10 _____

ALIAS 12 _____

as the name(s) signed in connection with the purchase of property known as:

12 WANTAGE SCHOOL ROAD, SUSSEX, NJ 07461

is/are one and the same person as PERRY GOERNER

PERRY GOERNER

hereby certifies that the signature below is
his/her true and correct signature.

Borrower PERRY GOERNER

Subscribed and sworn to before me this _____ day of _____,
_____, in the County of _____, State of _____

Notary Public

My Commission expires _____